



South Carolina Department of Health
and Environmental Control

Division of Procurement Services

Request for Proposal

Solicitation No.: RFP-33433-4/22/08-EMW
Date Issued: 3/26/08
Procurement Officer: E. Madison Winslow
E. Madison Winslow
Phone No.: 803-898-3487
E-mail Address: winsloem@dhec.sc.gov

DESCRIPTION: Contract to provide services to perform drinking water analyses for South Carolina's public drinking water systems for Lead and Copper for the South Carolina Department of Health and Environmental Control, EQC Region 3 (Catawba and Palmetto)

The Term "Offer" Means Your "Bid" or "Proposal"

SUBMIT OFFER BY (Opening Date/Time): April 22, 2008/2:30 pm ET

See provision entitled "Deadline for Submission of Offer"

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original and six (6) copies so marked**

QUESTIONS MUST BE RECEIVED BY: April 4, 2008/2:30 pm ET

See provision entitled "Questions from Offerors"

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street Columbia, S.C. 29201	SC DHEC Division of Procurement Services Bureau of Business Management 2600 Bull Street, Room 1200 – Aycock Bldg. Columbia, S. C. 29201

Offers Must Be Sealed: See provision entitled "Submitting Your Offer"

AWARD & AMENDMENTS	Award will be posted on or after May 6, 2008 . The award, this solicitation, and any amendments will be posted at the following web address: http://www.scdhec.net/procurement .
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You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other (See provision entitled "Signing Your Offer")
AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE	

Instructions regarding offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, partnership, sole proprietorship, etc.

OFFEROR'S HOME OFFICE ADDRESS (Address for the offeror's principal place of business)		
CITY	STATE	ZIP CODE
PHONE	FACSIMILE	E-MAIL
STATE OF INCORPORATION (If offeror is a corporation, identify the state of Incorporation)		
TAXPAYER IDENTIFICATION NO. (See provision entitled Taxpayer Identification Number)		

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PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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PREFERENCES – SC RESIDENT VENDOR PREFERENCE (June 2005): Section 11-35-1524 provides a preference for offerors that qualify as a resident vendor. A resident vendor is an offeror that (a) is authorized to transact business within South Carolina, (b) maintains an office* in South Carolina, (c) either (1) maintains a minimum \$10,000.00 representative inventory at the time of the solicitation, or (2) is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina, and the product is made or processed from raw materials into a finished end-product by such manufacturer or an affiliate (as defined in section 1563 of the Internal Revenue Code) of such manufacturer, and (d) has paid all assessed taxes. If applicable, preference will be applied as required by law.	OFFERORS REQUESTING THIS PREFERENCE MUST INITIAL HERE. _____ *ADDRESS AND PHONE OF IN-STATE OFFICE <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (CHECK ONLY ONE)

PREFERENCES – SC/US END-PRODUCT (June 2005): Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the item identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms "made," "manufactured," and "grown" are defined by Section 11-35-1524(B). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, offeror certifies that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law.	IF THIS PREFERENCE APPLIES TO THIS PROCUREMENT, PART VII (BIDDING SCHEDULE) WILL INCLUDE A PLACE TO CLAIM THE PREFERENCE. OFFERORS REQUESTING THIS PREFERENCE MUST CHECK THE APPROPRIATE SPACES ON THE BIDDING SCHEDULE.
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End of Page Two

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Solicitation Outline

- I. Scope of Solicitation**
 - II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
 - III. Scope of Services / Specifications**
May be blank if Bidding Schedule / Cost Proposal attached
 - IV. Information for Offerors to Submit**
 - V. Qualifications**
 - VI. Award Criteria**
 - VII. Terms and Conditions**
 - A. General Instructions**
 - B. Special Instructions**
 - VIII. Bidding Schedule / Cost Proposal**
 - IX. Attachments to Solicitation**
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I. Scope of Solicitation

It is the intent of the State of South Carolina, SC Department of Health and Environmental Control, to solicit proposals to perform drinking water analyses for South Carolina's public drinking water systems for Lead and Copper (EQC Region 3 -- Catawba and Palmetto) using the analytical methods listed under the State Primary Drinking Water Regulations and Phases I, II, IIB and V of the National Primary Drinking Water Regulations (NPDWR), in accordance with all requirements contained herein.

ACQUIRE SERVICES (JANUARY 2006) The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions.

MAXIMUM CONTRACT PERIOD -- ESTIMATED (JAN 2006): July 16, 2008, through July 15, 2011. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract -- Effective Date / Initial Contract Period".

INITIAL CONTRACT PERIOD: From July 16, 2008, through July 15, 2009

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed two additional one (1) year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify DHEC's Division of Procurement Services of its intention in writing ninety (90) days prior to the anniversary date.

II. Instructions to Offerors -- A. General Instructions

DEFINITIONS (JANUARY 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT -- means a document issued to supplement the original solicitation document.

BOARD -- means the South Carolina Budget & Control Board.

BUYER -- means the Procurement Officer.

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CHANGE ORDER - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT - See clause entitled "Contract Documents & Order of Precedence."

CONTRACT MODIFICATION - means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR - means the Offeror receiving an award as a result of this solicitation.

COVER PAGE - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER - means the bid or proposal submitted in response to this solicitation. The terms "Bid" and "Proposal" are used interchangeably with the term "Offer."

OFFEROR - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."

ORDERING ENTITY - Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO - means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER - means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR - means Offeror.

SOLICITATION - means this document, including all its parts, attachments, and any Amendments.

STATE - means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT - means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a "Statewide Term Contract" as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK - means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION (DHEC – FEBRUARY 2007) (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.scdhec.gov/procurement/> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION (JUNE 2006) Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. The date and location of posting will be announced at opening. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID / PROPOSAL AS OFFER TO CONTRACT (JANUARY 2006) By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD (JANUARY 2006) In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS (JANUARY 2006) Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

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BOARD AS PROCUREMENT AGENT (DHEC FEBRUARY 2007) (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the Department of Health and Environment Control acting on behalf of DHEC pursuant to the Consolidated Procurement Code.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JANUARY 2006)

(a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE (JANUARY 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm>.

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COMPLETION OF FORMS / CORRECTION OF ERRORS (JANUARY 2006): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (Applicable only to offers submitted on paper.)

DEADLINE FOR SUBMISSION OF OFFER (JANUARY 2006) Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the bid opening. [R.19-445.2070(H)]

DRUG FREE WORK PLACE CERTIFICATION (JANUARY 2006) By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended

DUTY TO INQUIRE (JANUARY 2006) Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention.

ETHICS ACT (JANUARY 2006) By submitting an Offer, You certify that You are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee – Section 8-13-790, (b) Recovery of kickbacks – Section 8-13-790, (c) Offering, soliciting, or receiving money for advice or assistance of public official – Section 8-13-720, (d) Use or disclosure of confidential information – Section 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids – Section 8-13-1150.

OMIT TAXES FROM PRICE (JANUARY 2006): Do not include any sales or use taxes in your price that the State may be required to pay.

PROTESTS (JUNE 2006) Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". [§ 11-35-4210]

PUBLIC OPENING (JANUARY 2006) Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable

QUESTIONS FROM OFFERORS (JANUARY 2006): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer – as soon as possible – regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

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REJECTION/CANCELLATION (JANUARY 2006) The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065.]

RESPONSIVENESS / IMPROPER OFFERS (JANUARY 2006)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS (JANUARY 2006) Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, ***you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.*** All communications must be solely with the Procurement Officer. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, ***you agree not to give anything to any Using Governmental Unit.***

SIGNING YOUR OFFER (JANUARY 2006) Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATE OFFICE CLOSINGS (JANUARY 2006) If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes

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resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: http://www.scecmd.org/scgovweb/weather_alert.htm.

SUBMITTING CONFIDENTIAL INFORMATION (AUGUST 2002): (An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION (JANUARY 2006) (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAX CREDIT FOR SUBCONTRACTING WITH MINORITY FIRMS (JANUARY 2006) Pursuant to Section 12-6-3350, taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a South Carolina state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. The subcontractor must be certified as to the criteria of a "Minority Firm" by the Governor's

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Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. Reference: SC §11-35-5010 – Definition for Minority Subcontractor & SC §11-35-5230 (B) – Regulations for Negotiating with State Minority Firms.

TAXPAYER IDENTIFICATION NUMBER (JANUARY 2006): (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

WITHDRAWAL OR CORRECTION OF OFFER (JANUARY 2006) Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. Instructions to Offerors -- B. Special Instructions

SUBMISSION OF QUESTIONS – Deadline April 4, 2008 2:30 PM ET

All questions, request for information or requests for clarification regarding this Request for Proposal must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing either by mail or faxed and received no later than **2:30 pm ET on April 4, 2008**. The State of South Carolina and SC DHEC are not under any obligation to respond to further questions, but reserve the right to do so after this deadline. Any follow-up questions must relate only to the amendment issued in the responses from SC DHEC. A response in the form of a written amendment to the Request for Proposal will be mailed to all bidders and posted on the DHEC's Division of Procurement Services website (www.scdhec.net/procurement).

When possible, please submit all questions by email. Address the subject line of your email as follows:
QUESTIONS: Lead and Copper analyses

Mark envelopes on questions mailed:
Title: Lead and Copper analyses
Attn.: E. Madison Winslow

QUESTIONS: RFP-33433-4/22/08-EMW

QUESTIONS MAY BE E-MAILED TO:
winsloem@dhec.sc.gov

OR

FAXED TO:
803-898-3505

ALL MAIL IS PICKED UP FROM THE US POSTAL SERVICE DAILY BY 10:30 A.M (EXCLUDING WEEK-ENDS AND HOLIDAYS).

REQUESTS FOR PROPOSALS SUBMITTED VIA THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S FACSIMILE MACHINE ARE UNACCEPTABLE.

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CONTENTS OF OFFER (RFP) – SPO (JANUARY 2006) (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume. (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

DESCRIPTIVE LITERATURE – LABELLING (JAN 2006): Include offeror's name on the cover of any specifications or descriptive literature submitted with your offer.

DISCUSSION WITH OFFERORS (JANUARY 2006): After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your offer. [Section 11-35-1530(6)]

SUBMITTING REDACTED OFFERS (FEBRUARY 2007): You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Magnetic Media – Required Format.") Except for the redacted information, the CD must be identical to the original hard copy. Portable Document Format (.pdf) is preferred.

OPENING PROPOSALS – PRICES NOT DIVULGED (JANUARY 2006): In competitive sealed proposals, prices will not be divulged at opening. [§ 11-35-1530 & R. 19-445.2095(c) (1)]

PROTEST – CPO - MMO ADDRESS (JUNE 2006): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing (a) by email to protest-mmo@mmo.state.sc.us, (b) by facsimile at 803-737-0639, or (c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item.

Part III. Scope of Work/Specifications

DELIVERY / PERFORMANCE LOCATION - SPECIFIED (JAN 2006): After award, all deliveries shall be made and all services provided to the following address, unless otherwise specified:

SCDHEC

Environmental Quality Control

Region 3 – Counties of Beaufort, Berkeley, Colleton, Dorchester, Hampton, Horry, Jasper, Kershaw, Lee, Sumter, Williamsburg

A. Specifications

1. The scope of service includes all necessary documentation, work and equipment to perform drinking water sample analyses for South Carolina's public water systems for the Lead and Copper Program, Region 3, listed under the current State Primary Drinking Water Regulations and as listed in the National Primary Drinking Water Regulations (NPDWR). The successful contract laboratory will be required to provide appropriate sample collection bottles and sample collection documents to the Public Water Systems (PWSs) that are required to be monitored during the time frame prescribed.

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The analytical data is to be reported to SCDHEC Bureau of Water in written and electronic medium, as specified under PART III, Item I. of this RFP.

2. NUMBER OF SAMPLES

There is no guarantee on the number of samples that will be submitted for analysis.

Each PWS has assigned codes for the sampling sites to be monitored.

3. CERTIFICATION

In order to be considered, each vendor (contract laboratory) must be certified by the SCDHEC EQC-Laboratory Certification Section to perform and report regulatory monitoring data under the Safe Drinking Water Act for both the regulated and unregulated contaminants listed in the State Primary Drinking Water Regulations. The certification must be in effect at the time of submission of the RFP.

The contract laboratory will also be subject to inspection and evaluation by the U.S. Environmental Protection Agency, the SCDHEC EQC-Laboratory Certification Section and the Drinking Water Monitoring Section of the Bureau of Water, should it be necessary.

An onsite evaluation may be required of those laboratories that have not had an onsite visit performed by the South Carolina SCDHEC Laboratory Certification Program or a certifying authority recognized by the SCDHEC program. Any out of state vendors will incur all expenses of the SCDHEC staff performing the on-site evaluation.

THE AWARDED LABORATORY(IES) MUST RETAIN CERTIFICATION FOR THE ANALYSIS OF THE LEAD AND COPPER PROGRAM ANALYSES LISTED UNDER THE SAFE DRINKING WATER ACT FOR THE DURATION OF THE CONTRACT.

4. APPROVAL

Proper laboratory procedures such as sample preservation, analysis of quality control samples, quality control procedures, and record keeping are included in the contract. Copies of the procedures in use and daily analysis records with corresponding quality control (to include detection limit studies) will be required, for a review of completeness, as requested in the Proposal Contents Section of the RFP.

5. SUBCONTRACTING

Subcontracting of any analytical work under this contract will NOT be allowed. In the event of a major equipment failure that would prevent the analysis of samples or reporting of data, the contractor may petition the SCDHEC Bureau of Water to subcontract the required work. Any such subcontract laboratory would be subject to the same contract specifications, certification and inspection requirements as stated in PART III, Item D.

6. DELIVERY OF BOTTLES AND CHAIN OF CUSTODY

Sample kits including sample collection documentation, instructions, and bottles are to be delivered to each SCDHEC-Regional EQC Environmental Services Office by the contract laboratory upon notification by SCDHEC as part of the contract. The contractual obligations include delivery of the proper number and type of sample bottles to each PWS by courier, parcel post, or common carrier. The written instructions are to be provided concerning collection, preservation, and return shipping procedures.

The addresses of each PWS will be provided to the contracted laboratory(ies).

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A "chain-of-custody" form is to be provided for each system. These forms are to be maintained on file by the contract laboratory and are subject to review by the SCDHEC Bureau of Water. Return shipping or retrieval of samples within the proper holding time is a minimum requirement of this contract and is the responsibility of the contract laboratory. Retrieval may be by courier, or common carrier provided proper handling and preservation techniques are followed. It is the laboratory(ies) responsibility to pay for all return shipments from the PWS to the laboratory. If using postal service prepaid service is required. If using another method such as UPS; Fed Ex; or DHL then the PWS should have a prepaid label included for use in returning bottles to the laboratory.

7. LOST OR DAMAGED SAMPLES

Samples lost or damaged while in transit or in the custody of the contract laboratory will be repeated at no additional cost to the SCDHEC Bureau of Drinking Water. Invalidated samples are to be repeated and may be billed as additional samples if not due to laboratory error. Samples with no "chain-of-custody" form will be considered exceeding the appropriate holding time and will be the responsibility of the contract laboratory to repeat at no additional charge to SCDHEC

8. CONFIDENTIALITY OF DATA

All data including sampling site location and analytical results are the property of SCDHEC Bureau of Water and are not to be released to anyone including the water system from which they were collected without written permission from SCDHEC. Any request for data must be addressed to the SCDHEC Freedom of Information Office.

9. INVOICING

The actual data results must accompany all invoices (hard copy and disk) for those samples included in the invoice. Each PWS should be invoiced individually. The invoice must include the system name and system number of the public drinking water facility and the source and/or site code(s). These numbers and codes have been assigned by SCDHEC, for each drinking water system and source and/or site. A listing of all invoices with the lab assigned sample number, SCDHEC assigned system name, system number, and source and/or site code(s) must be included as part of the invoicing. Format for data submission is attached. (See Attachment 2.)

10. REPORTING RESULTS

The analytical results are to be reported to the SCDHEC Bureau of Water in both written and electronic format within twenty-one days of analysis. The written results are to be submitted with a copy of the "chain-of-custody" form. Analytical results must be reported in accordance with Attachment 2 Section 1 using the text format provided for the first year of the contract (July 1, 2006 through June 30, 2007) and the remaining data should be submitted using the XML format in accordance with Attachment 2 Section 2.

On a monthly basis, the laboratory must submit updates to the Drinking Water Compliance Monitoring Section. These updates should include documentation of bottle deliveries and contacts with the PWSs, and any complications should they arise must be indicated as well.

Part IV. Proposal Contents – Information to Offerors to Submit

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (JANUARY 2006): Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section IX. Attachments to Solicitations.

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MINORITY PARTICIPATION (JAN 2006)

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ NO

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ NO

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ NO

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ NO

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral
- ☐ Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

INFORMATION FOR OFFERORS TO SUBMIT - EVALUATION (JANUARY 2006): In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

The bidder is to submit ONE ORIGINAL AND SIX copies.

To be considered for evaluation, all proposals should include, at a minimum, the following information:

All information should be presented in the listed order.

Cover Letter – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

1. Written procedures detailing the collection, transfer, receipt, processing, analysis, and reporting of analytical data, results, and quality control for those samples received for regulated and unregulated contaminants referenced in the respective lot bid upon to be reported under the Safe Drinking Water Act.
2. Provide in writing a detailed report of the lab's sample handling capabilities, analytical report generation, data transfer, and ability to successfully report by electronic transfer and hard copy, monitoring data using the format and essential reporting characteristics supplied by SCDHEC for the lot bid upon.
3. A listing of the analytical equipment to be dedicated and employed in the analysis of the contaminants bid upon by lot and listed under this proposal.

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4. One sample kit will be supplied according to the sampling requirements for the contaminants in the corresponding lot as listed under this proposal (there will be no reimbursement for sample kit).
5. Blueprints of the laboratory facility and any associated satellite facilities involved in the process of handling and analyzing samples contaminants under this proposal. Include a written narrative discussing the flow of samples through the laboratory and any satellite laboratories in use **(SUBCONTRACTING TO OUTSIDE COMPANIES IS NOT ALLOWED UNDER THE TERMS OF THIS CONTRACT)**.
6. The resumés and related experience of each analyst involved in the collection, transfer, receipt, analysis, and reporting of all data associated with the analysis of the particular contaminant according to the RFP specifications.
7. At least two state program or two federal program references which they have performed drinking water analyses (for the Safe Drinking Water Act regulated and unregulated contaminants in this proposal) within the past two years for the affected contaminant(s).
8. A listing of EPA-approved methods/parameters for the contaminants and referenced in the respective lot bid upon and referenced in the proposal which **the laboratory is currently certified to perform in South Carolina**.
9. Copies of the annual method detection limit studies, for each method/analyte referenced in this RFP and the most recent quality control charts (e.g., spike recoveries, surrogate recoveries, matrix spike recoveries, etc.....per EPA method specific quality control criteria).
10. A copy of the most recent performance evaluation study results for three consecutive years prior to the date of this proposal, received from EPA for the WS (Water Supply) Performance Evaluation studies. Only those parameters included in this proposal will be considered.
11. The cost for each contaminant as referenced in this proposal. Please provide all cost information in a separate envelope labeled "Cost Information".
12. DHEC reserves the right to request any information it deems necessary to make the final decision concerning the offeror's ability to provide the services requested herein before entering into a contract.

The State reserves the right to consider historic information and fact, whether gained from the offeror's proposal, references, or any other sources. Should the references volunteer any information outside the specific questions, this information may be recorded and used in the evaluation stage.

Part V. Qualifications

QUALIFICATION OF OFFEROR (JANUARY 2006): To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810.

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SUBCONTRACTOR – IDENTIFICATION (JANUARY 2006): If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

Part VI. Award Criteria

AWARD CRITERIA – PROPOSALS (JANUARY 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State.

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror.

EVALUATION FACTORS – PROPOSALS (JANUARY 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

1. The offeror's experience and the written procedures for the handling of samples and reporting of analytical data.
2. The offeror's ability to perform the requirements of the contract based on equipment, laboratory design, references, and past experience.
3. The offeror's qualifications of personnel assigned to the contract.
4. Cost including shipping and handling.
5. The offeror's example of the sample kit.

NEGOTIATIONS (JANUARY 2006): The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked offerors to such level of ranking as determined by the Procurement Officer.

Part VII. Terms and Conditions -- A. General Instructions

ASSIGNMENT (JANUARY 2006): No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.

BANKRUPTCY (JANUARY 2006): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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CHOICE-OF-LAW (JANUARY 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (JANUARY 2006): (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT (JANUARY 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES (JANUARY 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY (JANUARY 2006). Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS (JANUARY 2006): According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person

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any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED (JANUARY 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

NON-INDEMNIFICATION (JANUARY 2006): Any term or condition is void to the extent it requires the State to indemnify anyone.

NOTICE (JANUARY 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT (JANUARY 2006): (a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

PUBLICITY (JANUARY 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS (JANUARY 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

SETOFF (JANUARY 2006) The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

SURVIVAL OF OBLIGATIONS (JANUARY 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES (JANUARY 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or

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action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JANUARY 2006) Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY (JANUARY 2006) This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.

WAIVER (JANUARY 2006) The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing.

Part VII. Terms and Conditions -- B. Special Instructions

CHANGES (JAN 2006):

(1) **Contract Modification.** By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) **Adjustments of Price or Time for Performance.** If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) **Time Period for Claim.** Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) **Claim Barred After Final Payment.** No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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CISG (JAN 2006): The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

COMPLIANCE WITH LAWS (JANUARY 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT LIMITATIONS (JAN 2006): No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE (JANUARY 2006): (1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification – Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises – Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater.:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project) \$1,000,000

Products/Completed Operations \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Fire Damage (Any one fire) \$ 50,000

Medical Expense (Any one person) \$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Nonowned, and Hired Vehicles):

Combined Single Limit \$1,000,000

OR

Bodily Injury & Property Damage (each) \$750,000

WORKER'S COMPENSATION:

State Statutory

Employers Liability \$100,000 Per Acc.

\$500,000 Disease, Policy Limit; \$100,000 Disease, Each Employee

(4) Required Documentation. (a) Prior to commencement of the work, contractor shall provide to the state a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to

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commencement of the work, contractor shall provide to the state a written endorsement to the contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

CONTRACTOR PERSONNEL (JANUARY 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL (JANUARY 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work.

DEFAULT (JAN 2006):

(a)(1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8)

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freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

INDEMNIFICATION - THIRD PARTY CLAIMS (JANUARY 2006): Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. State shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. State shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. State shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

INTELLECTUAL PROPERTY INFRINGEMENT (JAN 2006) (a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as

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(i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefore, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement.

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

OWNERSHIP OF DATA & MATERIALS (JAN 2006): All data, material and documentation either prepared for the state pursuant to this contract shall belong exclusively to the State.

PRICE ADJUSTMENTS (JANUARY 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICE ADJUSTMENT - LIMITED - AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase.

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If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items” (JAN 2006): Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

PRICING DATA – AUDIT – INSPECTION (JAN 2006) [Clause Included Pursuant to § 11-35-1830, - 2210, & - 2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. § 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions – Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. § 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR § 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

RELATIONSHIP OF THE PARTIES (JANUARY 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the

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contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006): The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – OPTION TO RENEW (JAN 2006): At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

TERM OF CONTRACT – TERMINATION BY CONTRACTOR (JAN 2006): Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the then current term.

TERMINATION FOR CONVENIENCE (JAN 2006): (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

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VIII. Bidding Schedule / Cost Proposal

“SECTION NOT APPLICABLE / INTENTIONALLY OMITTED”

IX. A. Attachments to Solicitation (2)

ATTACHMENT 1

SECTION 1

REPORTING PROCEDURES

TEXT FORMAT

18.2 B_Sample_Summary File Layout for Chemical and Lead & Copper

FIELD NO	FIELD NAME	B_SAMPLE_SAMPLE_SUMMARY			OPTIONALITY
		DOMAIN	SIZE	POSITION	
1.	B_RECORD_NAME	AN	3	1 - 3	MANDATORY - Field must = HDR.
2.	B_REPORT_TYPE	AN	1	4	MANDATORY - Field must = T.
3.	B_TRANSACTION_NUMBER	AN	10	5 - 14	NOT USED (Blank Fill)
4.	B_LAB_SAMPLE_NUMBER	AN	20	15 - 34	MANDATORY
5.	B_STATE_SAMPLE_NUMBER	AN	20	35 - 54	OPTIONAL
6.	B_WATER_SYSTEM_NUMBER	AN	11	55 - 65	MANDATORY
6.A *	B_REPLACEMENT_INDICATOR	AN	1	66	OPTIONAL
7.	B_STATE_LABORATORY_NUMBER	AN	10	67 - 76	CONDITIONALLY MANDATORY - Must be valued if field 8 (B_FEDERAL_LABORATORY_NUMBER) is not valued.
8.	B_FEDERAL_LABORATORY_NUMBER	AN	10	77 - 86	CONDITIONALLY MANDATORY - Must be valued if field 7 (B_STATE_LABORATORY_NUMBER) is not valued.
9.	B_WATER_FACILITY_STATE_CODE	AN	12	87 - 93	MANDATORY - Must belong to the Water System supplied in field 6 (B_WATER_SYSTEM_NUMBER).
10.	B_SAMPLING_POINT	AN	11	99 - 109	CONDITIONALLY MANDATORY - Must be valued if field 11 (B_SAMPLING_LOCATION) is not valued.
11.	B_SAMPLING_LOCATION	AN	20	110 - 129	CONDITIONALLY MANDATORY - Must be valued if field 10 (B_SAMPLING_POINT) is not valued.
12. *	B_SAMPLE_CATEGORY	AN	2	130 - 131	MANDATORY - Field must = "PB" or "CH."

* Designates field with permitted values.

B_SAMPLE_SAMPLE_SUMMARY				
FIELD NO.	FIELD NAME	DOMAIN	SIZE	POSITION
13.*	B_COMPLIANCE_INDICATOR	AN	1	132
				MANDATORY - If not valued, Migration to SDWS/STATE will set to "Y." If set to "N", sample only needs to have field 4 B_LAB_SAMPLE_NUMBER, field 7 B_STATE_LABORATORY_NUMBER, field 12 B_SAMPLE_CATEGORY, field 14 B_COLLECTION_DATE, and field 16 B_SAMPLE_TYPE valued to create the sample. If other data are supplied with the sample, they should be accepted with the sample, but the above are all that is necessary to enter a "not for compliance" sample.
14.	B_COLLECTION_DATE	DT	8	133 - 140
15.	B_COLLECTION_TIME	TM	6	141 - 146
16.*	B_SAMPLE_TYPE	AN	2	147 - 148
				MANDATORY - If this field is not valued, Migration to SDWS/STATE will set to "RT" which is defined as "Routine." MANDATORY
17.*	B_REPEAT_LOCATION_CODE	AN	2	149 - 150
18.	B_LAB_RECEIPT_DATE_SAMPLE	DT	8	151 - 158
19.	B_COLLECTOR_IDENTIFICATION_NUMB	AN	5	159 - 163
20.	B_COLLECTOR_NAME	AN	40	164 - 203
				OPTIONAL - If supplied, format must be: LASTNAME, FIRSTNAME (there is a single space after the comma) if collector is an Individual (Legal Entity). Otherwise, value is stored with Sample as Informal Collector. NOT USED (Blank Fill)
21.*	B_SAMPLE_VOLUME	AN	9	204 - 212
22.*	B_LEAD_COPPER_SAMPLE_TYPE	AN	3	213 - 215
				OPTIONAL

* Designates field with permitted values.

A-168

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-0002-017-CW-4015
 April 26, 2002

B_SAMPLE_SAMPLE_SUMMARY				
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION
23.*	B_SAMPLE_REJECTION_REASON	AN	2	216 - 217
				OPTIONAL - If this field is valued (e.g., for a rejected sample), the sample may be inserted without the sample result. This is the only condition where a sample may be inserted without a result.
24.	B_COLLECTION_METHOD_CODE	AN	12	218 - 229
25.	B_ORIGINAL_LAB_SAMPLE_NUMBER	AN	20	230 - 249
				OPTIONALLY MANDATORY - This field must be valued if field 16 (B_SAMPLE_TYPE) = "CO" or "RP" and field 30 (B_ANALYTE_CODE) = "1040" (Nitrate) or "1041" (Nitrite).
26.	B_LAB_COMPOSITE_NUMBER	AN	20	250 - 269
27.	B_COMPOSITE_DATE	DT	8	270 - 277
28.*	B_COMPOSITE_INDICATOR	AN	1	278
29.*	B_COMPOSITE_QUARTER	AN	1	279
30.	B_ANALYTE_CODE	AN	4	280 - 283
31.	B_CAS_NUMBER	AN	10	284 - 293
32.	B_MONITORING_PERIOD_START_DATE	DT	8	294 - 301
33.	B_MONITORING_PERIOD_END_DATE	DT	8	302 - 309
34.	B_ANALYSIS_METHOD_CODE	AN	12	310 - 321
35.	B_FREE_CHLORINE_RESIDUAL	N	5 (4(2))	322 - 326
36.	B_TOTAL_CHLORINE_RESIDUAL	N	5 (4(2))	327 - 331
37.	B_SAMPLE_WATER_TEMPERATURE	N	4 (3(1))	332 - 335
38.*	B_TEMPERATURE_UNIT_MEASURE	AN	1	336
39.	B_TURBIDITY_MEASURE	N	6 (5(2))	337-342
40.	B_PH_MEASURE	N	5 (4(1))	343-347

* Designates field with permitted values.

A-169

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-0001-011-CW-015
 April 26, 2002

B. SAMPLE SAMPLE SUMMARY				
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION
41.	B_FLOW_RATE	N	8 (7(4))	348-355
	FILLER		20	356 - 375
				NOT USED (Blank Fill) Blank fill to make fixed record length of 375.

* Designates field with permitted values.

A-170

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-0002-017-CW-4015
 April 26, 2002

18.6 B_Sample_Summary Permitted Value List

B_SAMPLE_SUMMARY			
FIELD NO	ATTRIBUTE NAME	PERMITTED VALUES	
6.A	B REPLACEMENT_INDICATOR	Y	Yes
		N	No
12.	B_SAMPLE_CATEGORY	CH	Chemicals
		GE	General Samples
		NB	Microbiological
		PB	Lead and Copper
		PP	Water Quality (Physical Parameters)
		RA	Radionuclides
		TC	Total Coliform
13.	B_COMPLIANCE_INDICATOR	Y	Yes
		N	No

* Designates field with permitted values.

A-187

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-JUD-017-CW-015
 April 26, 2002

B_SAMPLE_SAMPLE_SUMMARY		
FIELD NO	ATTRIBUTE NAME	PERMITTED VALUES
16.	B_SAMPLE_TYPE for Chemical and Lead (3 Copper Samples (B_SAMPLE_CATEGORY = CH or PB)	If field 13 (B_COMPLIANCE_INDICATOR) = "Y" RT Routine RP Repeat CO Confirmation SP Special DU Duplicate SL Split MR Max Residence Time If field 13 (B_COMPLIANCE_INDICATOR) = "N" RT Routine CO Confirmation RP Repeat SP Special DU Duplicate SL Split SB Shipping Blank FB Field Blank BB Batch Blank ST Split Blank PE Performance Evaluation MR Max Residence Time

* Designates field with permitted values.

A-189

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-002-017/CW-015
 April 26, 2002

B_SAMPLE_SAMPLE_SUMMARY		
FIELD NO	ATTRIBUTE NAME	PERMITTED VALUES
22.	B_LEAD_COPPER_SAMPLE_TYPE	ATS At Source FLS Flushed FSD First Draw LSL Lead Service Line
23.	B_SAMPLE_REJECTION_REASON	BP Invalid Sampling Point BR Broken CL Chlorine Present EH Exceeds Holding Time FZ Frozen Sample HS Excessive Headspace IN Insufficient Sample Information IP Invalid Sampling Protocol LA Lab Accident LT Leaked in Transit VO Insufficient Volume
28.	B_COMPOSITE_INDICATOR	Y Yes N No
29.	B_COMPOSITE_QUARTER	1 First Quarter Rad Composite 2 Second Quarter Rad Composite 3 Third Quarter Rad Composite 4 Fourth Quarter Rad Composite
38.	B_TEMPERATURE_UNIT_MEASURE	C Celsius (Centigrade) F Fahrenheit

* Designates field with permitted values.

A-192

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-D02-017-CW-2015
 April 26, 2002

19.2 B_Result_Summary_Result File Layout for Chemical and Lead & Copper Results

B RESULT SUMMARY RESULT					
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION	OPTIONALITY
1.	B_RECORD_NAME	AN	3	1 - 3	MANDATORY - Field must = DIR
2.	B_REPORT_TYPE	AN	1	4	MANDATORY - Field must = T
3.	B_TRANSACTION_NUMBER	AN	10	5 - 14	NOT USED (Blank Fill)
4.	B_LAB_SAMPLE_NUMBER	AN	20	15 - 34	MANDATORY - Reference field required to associate the result to the parent sample. Must be same value as field B_LAB_SAMPLE_NUMBER in B_Sample structure set or result (and sample) will be rejected.
5.	B_WATER_SYSTEM_NUMBER	AN	12	35 - 46	MANDATORY - Reference field required to associate the result to the parent sample. Must be same value as field B_WATER_SYSTEM_NUMBER in B_Sample structure set or result (and sample) will be rejected.
6.	B_ANALYTE_CODE	AN	4	47 - 50	CONDITIONALLY MANDATORY - Field must be valued if field 7 (B_CAS_NUMBER) is not valued.
7.	B_CAS_NUMBER	AN	10	51 - 60	CONDITIONALLY MANDATORY - Field must be valued if field 6 (B_ANALYTE_CODE) is not valued.
8.	B_ANALYSIS_START_DATE	DT	8	61 - 68	NOT USED (Blank Fill)
9.	B_ANALYSIS_START_TIME	TM	6	69 - 74	NOT USED (Blank Fill)
10.	B_ANALYSIS_COMPLETION_DATE	DT	8	75 - 82	OPTIONAL
11.	B_ANALYSIS_COMPLETION_TIME	TM	6	83 - 88	OPTIONAL
12.	B_STATE_NOTIFY_DATE	DT	8	89 - 96	OPTIONAL
13.*	B_DATA_QUALITY	AN	1	97	OPTIONAL - If this field is not valued, Migration to SDWIS/STATE will set it to "A" which is defined as "Accepted."

* Designates field with predefined values.

A-205

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-001-017-CW-4015
 April 26, 2002

B_RESULT_SUMMARY_RESULT				
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION
14.*	B_DATA_QUALITY_REASON	AN	2	98 - 99
				CONDITIONALLY MANDATORY - Field must be valued if field 13 (B_DATA_QUALITY) = "R."
15.*	B_ANALYSIS_METHOD_CODE	AN	12	100 - 111
				OPTIONAL - May be either a federally owned or state-owned analyte method pairing that exists in state/region's SDWIS/STATE database.
16.	B_MONITORING_PERIOD_START_DATE	DT	8	112 - 119
				OPTIONAL - If supplied, value must be the first day of the first month of the monitoring period.
17.	B_MONITORING_PERIOD_END_DATE	DT	8	120 - 127
				OPTIONAL - If supplied, value must be the last day of the last month of the monitoring period.
19.*	B_VOLUME_ASSAYED	AN	9	128 - 136
				NOT USED (Blank Fill)
19.*	B_LAB_REJECTION_REASON	AN	4	137 - 140
				NOT USED (Blank Fill)
20.*	B_MICROBE_PRESENCE_INDICATOR	AN	1	141
				NOT USED (Blank Fill)
21.*	B_TEST_TYPE	AN	1	142
				NOT USED (Blank Fill)
22.	B_COUNT	N	10	143 - 152
				NOT USED (Blank Fill)
23.*	B_COUNT_TYPE	AN	10	153 - 162
				NOT USED (Blank Fill)
24.*	B_COUNT_UNITS	AN	9	163 - 171
				NOT USED (Blank Fill)
25.*	B_LESS_THAN_INDICATOR	AN	1	172
				CONDITIONALLY MANDATORY - Must be valued if field 13 (B_DATA_QUALITY) = "A" or "P" and field 29 (B_CONCENTRATION) is either not valued or is valued with 0, and field 31 (B_REPORTED_MEASURE) is either not valued or is valued with a text value that converts to the number 0.
26.*	B_LESS_THAN_CODE	AN	3	173 - 175
				CONDITIONALLY MANDATORY - Must be valued if field 25 (B_LESS_THAN_INDICATOR) = "Y."

* Designates field with permitted values.

A-206

- Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-002-017-CW-0015
 April 26, 2002

B_RESULT_SUMMARY_RESULT				
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION
27.	B_DETECTION_LEVEL	N	16 (15/3)	176 - 191
28.*	B_DETECTION_LEVEL_UNIT_CODE	AN	9	192 - 200
29.	B_CONCENTRATION	N	14 (13/9)	201 - 214
30.*	B_CONCENTRATION_UNIT_CODE	AN	9	215 - 223

OPTIONALITY

CONDITIONALLY MANDATORY - Must be valued if field 26 (B_LESS_THAN_CODE) = "NRI."

CONDITIONALLY MANDATORY - Must be valued if field 27 (B_DETECTION_LEVEL) is valued. If sample result is federally reportable (see Appendix F for list of reportable analytes), value must be either MG/L or UG/L.

CONDITIONALLY MANDATORY - Must be valued if field 13 (B_DATA_QUALITY) = ("A" or "P") and field 25 (B_LESS_THAN_INDICATOR) is not valued and field 31 (B_REPORTED_MEASURE) is not valued. Recommend reporting the concentration in both field 29 (B_CONCENTRATION) and field 31 (B_REPORTED_MEASURE) in order to preserve precision.

CONDITIONALLY MANDATORY - Must be valued if either field 29 (B_CONCENTRATION) or field 31 (B_REPORTED_MEASURE) are valued. If sample result is federally reportable (see Appendix F for list of reportable analytes), value must be either MG/L or UG/L.

* Designates field with permitted values.

A-207

+ Shaded gray blocks designate changes to previously published structure sets.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

SDC-0002.017.CW-401.5
 April 26, 2002

B_RESULT_SUMMARY_RESULT				
FIELD NO	FIELD NAME	DOMAIN	SIZE	POSITION
31.	B_REPORTED_MEASURE	AN	10	224 - 233
	CONDITIONALLY MANDATORY - Must be valued if field 13 (B_DATA_QUALITY) = ("A" or "P") and field 25 (B_LESS_THAN_INDICATOR) is not valued and field 29 (B_CONCENTRATION) is either not valued or is valued with 0. Value in this field can convert to 0 (e.g., 0.0, 00.00) and be considered a valid result, as long as either field 29 (B_CONCENTRATION) is either not valued or is valued with 0. Value must be numeric; non-numeric symbols (such as "<") will cause sample to be rejected. Recommend repeating concentration in both field 29 (B_CONCENTRATION) and field 31 (B_REPORTED_MEASURE) in order to preserve precision.			
32.	B_REPORTED_MEASURE_COUNT_ERROR	N	9 (8(3))	234 - 242
33. *	B_RESULTS_TYPE	AN	2	243 - 244
34.	B_COUNT_QUANTITY	N	10	245 - 254
35.	B_MEASURE	N	14(13(9))	255 - 268
36. *	B_MEASURE_UNIT_CODE	AN	9	269 - 277
	FILLER		93	278 - 375
	Blank fill to make fixed record length of 375.			

* Designates field with permitted values.

A-208

+ Shaded gray blocks designate changes to previously published structure ver4.

ATTACHMENT 2

SECTION 2

REPORTING PROCEDURES

XML FORMAT

XML DOCUMENT

PART 1

LCR MAXIMUM

```
<?xml version="1.0" encoding="UTF-8"?>
<!-- edited with XMLSPY v5 rel. 4 U (http://www.xmlspy.com) by Surjit De (SAIC) -->
<!--Sample XML file generated by XMLSPY v5 rel. 4 U (http://www.xmlspy.com)-->
<EN:eDWR xmlns:EN="urn:us:net:exchangenetwork" xmlns:facid="http://www.epa.gov/xml"
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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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</facid:IndividualFullName>
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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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<EN:CertificationStatementText>I, the undersigned lead/chief

operator of the water treatment plant listed in Part I of this form, certify that, to the best of my knowledge and belief, the information provided in this report is true and accurate. Also, I certify that the following additional operations records for the plant listed in Part I of this form were prepared each day that a certified operator staffed or visited the plant during the month indicated above: records of amounts of chemicals used and chemical feed rates; and appropriate treatment process performance records. Furthermore, I agree to retain these additional operations records at the plant site for at least five years and to make them available for review upon request.</EN:CertificationStatementText>

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<EN:CertifierContactInformation>

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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XML FORMAT
PART 2
LCR MINIMUM

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<!--Sample XML file generated by XMLSPY v5 rel. 4 U (http://www.xmlspy.com)-->
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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW**

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operator of the water treatment plant listed in Part I of this form, certify that, to
the best of my knowledge and belief, the information provided in this report is true
and accurate. Also, I certify that the following additional operations records for
the plant listed in Part I of this form were prepared each day that a certified
operator staffed or visited the plant during the month indicated above: records of
amounts of chemicals used and chemical feed rates; and appropriate treatment process
performance records. Furthermore, I agree to retain these additional operations
records at the plant site for at least five years and to make them available for
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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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XML FORMAT
PART 3
LCR REJECTED

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

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operator of the water treatment plant listed in Part I of this form, certify that, to the best of my knowledge and belief, the information provided in this report is true and accurate. Also, I certify that the following additional operations records for the plant listed in Part I of this form were prepared each day that a certified operator staffed or visited the plant during the month indicated above: records of amounts of chemicals used and chemical feed rates; and appropriate treatment process performance records. Furthermore, I agree to retain these additional operations records at the plant site for at least five years and to make them available for review upon request.</EN:CertificationStatementText>

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SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW

X. Notices and Provisions

Important Tax Notice – Nonresidents Only
Offeror's Checklist
Income Tax Credit

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!

UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.

REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.

MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!**
DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!

HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.

MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.

MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.

CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!

IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
SOLICITATION NUMBER: RFP-33433-4/22/08-EMW



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

I-312
(Rev. 6/26/01)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As):

3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____

_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____

_____ Beneficiary of Trusts and Estates:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue
Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B) (6) (a) (i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____ Date _____

If Corporate officer state title: _____

(Name - Please Print)